DRN-5759852

The complaint

Mr G has complained about U K Insurance Limited (UKI) trading as Direct Line. He isn't happy about the way it dealt with a claim under his landlord insurance policy.

Any reference to UKI includes its agents that it is responsible for unless specified.

What happened

Mr G made a claim under his landlord insurance policy after he had a difficult time with a tenant in his property who left the rented accommodation in a state of disrepair when they were eventually evicted. Mr G looked to rectify the damage caused by the tenant before making a claim under his insurance policy.

When UKI looked into the circumstances surrounding the claim it turned it down. It felt that there was insufficient evidence to show that the damage caused by the tenants was vandalism or caused maliciously. And that any damage that could be covered by the policy fell under the claim limit. As Mr G remained unhappy, he complained to UKI and then this Service.

Our Investigator looked into things for Mr G, but despite her natural sympathy for the position Mr G found himself in and how the tenants treated his property she didn't think UKI had acted unfairly in declining the claim in line with the terms and conditions of the policy. She asked Mr G if he had any further evidence to support his position but as the further information didn't persuade her that UKI had acted unfairly, she maintained her position.

As Mr G didn't agree the matter has been passed to me for review.

What I've decided – and why

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

Having done so, and despite my natural sympathy for the position Mr G has found himself after his tenants left his rented property in a state of disrepair. But his landlord insurance policy, like all insurance policies, doesn't cover every eventuality and it doesn't cover the particular circumstances of his claim here. I know this will come as a disappointment to Mr G, but I'll explain why.

I'd like to reassure Mr G that whilst I'm aware I may have condensed some of the complaint points in far less detail and in my own words, I've read and considered everything he's told us. I'm satisfied I've captured the essence of the complaint and I don't need to comment on every point individually, or possibly in the level of detail he would like, in order to reach what I think is a fair outcome. This isn't meant as a discourtesy, but it simply reflects the informal nature of our Service.

It is clear that Mr G had a difficult time and I've seen the state the tenants left his rental property in, and I can understand why Mr G was upset and looked to make a claim on his landlord policy. Mr G looked to make good his property and undertook the repairs before advancing his insurance claim with UKI. And while I can understand this, I think this has hampered Mr G's ability to advance and prove his claim.

As our Investigator explained Mr G would have to show that his tenant caused the damage by wilful neglect or maliciously and UKI didn't feel there was sufficient evidence to support that position. And it maintains that wear and tear was a significant contributing factor here alongside the tenant's lack of general care and upkeep of the property.

I know Mr G feels that the tenant's caused damage to his property maliciously, but he would need to evidence that this was the case and there was an insured event covered by the policy and I haven't seen sufficient evidence of this. I'll explain why.

Mr G's tenants clearly left rubbish in the garden of the rented property and left it overgrown. Plus, they left furniture behind, and Mr G feels that the failed glazing panel in the front door was caused by the tenant as well. But there isn't any evidence to suggest that any of this was done maliciously or that there was an accident that caused any of the damage, even if the tenants clearly acted poorly by not keeping on top of any maintenance issues and keeping Mr G informed about this.

The policy doesn't cover every eventuality and Mr G's policy doesn't cover general poor maintenance or poor behaviour in general by his tenants which most of this sits with, as opposed to an insured peril. Although I agree the front door could be covered but there isn't any evidence that the damage was done maliciously or by an accident as opposed to wear and tear. I note our Investigator asked Mr G for any evidence to support this but as he hasn't been able to provide anything to support his position, I can't say UKI has acted unreasonably here. As our Investigator outlined often tenancy contracts have general upkeep and general maintenance clauses, including gardens, but failing to adhere to such clauses doesn't amount to malicious behaviour.

Additionally, Mr G feels UKI should pay for further damage in the property in relation to damaged/missing items including - curtain poles, plastered walls, ceiling and coving damage and holes in walls and ceilings. Our Investigator asked Mr G to see if there was any further evidence to support that this damage was caused maliciously but Mr G couldn't provide this. And there is insufficient evidence that the damage was caused maliciously or by an insured peril as opposed to general wear and tear and poor upkeep by the tenants.

I've seen the video of Mr G's house and the state the property was left in. But Mr G needed to evidence his position, and I think undertaking the rectification work before he advanced his claim has complicated this and his ability to evidence his position. And I don't think the video or the repair costings on their own provide evidence of malicious damage and Mr G needed to show this to advance a claim.

I've seen the pictures of the holes in the wall, which look to be consistent with mounting supports for a television, so it is difficult to say this was malicious and sits with the kind of wear and tear that can be caused by tenants. Although I agree that a tenant should agree such modifications with the landlord and it could impact any deposit but that doesn't mean such damage was caused by an accident or maliciously.

Overall, Mr G hasn't provided sufficient evidence to support the ownership and loss of these items or evidence to show how the damage occurred in a way that would be covered under the policy as an insured event. So, I can't ask the insurer to cover these items either.

Mr G also outlined that damage was caused to carpets; a toilet and seat was broken; a bath panel was removed; and tiles were missing in the bathroom.

UKI have outlined that the carpets were in poor condition and threadbare in places while Mr G has explained that he has had to pay for new stair carpet. He feels the tenant pulled the carpet away to make it look like there was a hazard, but he doesn't have any evidence of this. Photographs after the tenant vacated the property, show part of the carpet had come away from the stairs. But I can't be sure of the level of damage that was caused to the carpet by the tenant before eviction and this could be caused by wear and tear.

Mr G also wants the carpets covered throughout his house under the policy and there isn't any evidence to support this. And it wouldn't seem proportionate for this to be advanced under the claim here and it seems possible that the carpet could be repaired, although I can understand why Mr G wanted to replace the carpet and uplift the house ready to rent out. So, although I can understand why Mr G wanted to replace the carpets that doesn't mean UKI should pay for replacement.

In relation to the bathroom damage, it isn't clear whether UKI feel this is wear and tear or not. But either way the damage and repair is clearly below £500 and so Mr G would be liable for these costs under the claim in any event as this falls under his policy excess. So, I don't propose to go over the detail surrounding this here.

In declining Mr G's claim UKI's appointed loss adjusters said '*We are unable to identify any areas, which we consider were as a result of accidental or malicious damage. The overall condition of the property was poor, due to the poor general living standards of the previously residing tenants. We have therefore repudiated the claim in full.'* And, having considered the available evidence I don't think UKI has acted unreasonably in relying on this in declining the claim as there isn't sufficient evidence of accidental/malicious damage.

Given all of this, and despite my natural sympathy for the position Mr G has found himself after his tenants left his rented property in a poor state after eviction, I'm not upholding Mr G's complaint. I don't think UKI has acted unfairly in declining his claim as there isn't sufficient evidence of an insured peril that is covered under the policy.

My final decision

It follows, for the reasons given above, that I'm not upholding this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr G to accept or reject my decision before 26 September 2025.

Colin Keegan
Ombudsman